



Solicitation Cover Page

1. Solicitation #: 0900000348

2. Solicitation Issue Date: 10/12/2018

3. Brief Description of Requirement:

Bulk and Consignment Fuel

Suppliers Note: All inquiries must be submitted in the form of questions or requests for clarification. Such questions or requests for clarification must be submitted in writing via e-mail theresa.johnson@omes.ok.gov and received by the contracting officer on or before 5:00 p.m. ("CDT"), on October 25, 2018. Questions must reference the identifying solicitation number.

4. Response Due Date¹: November 7, 2018

Time: 3:00 PM CST/CDT

5. Issued By and **RETURN SEALED BID TO**²:

U.S. Postal Delivery Address: 5005 N. Lincoln Blvd.,
Suite 300

Oklahoma City, OK 73105

Common Carrier Delivery Address: same

Electronic Submission Address: N/A

6. Solicitation Type (type "X" at one below):

- ☐ Invitation to Bid
☒ Request for Proposal
☐ Request for Quote

7. Contracting Officer:

Name: Theresa Johnson

Phone: 405-521-2289

Email: theresa.johnson@omes.ok.gov

¹ Amendments to solicitation may change the Response Due Date (read GENERAL PROVISIONS, section 3, "Solicitation Amendments")

² If "U.S. Postal Delivery" differs from "Carrier Delivery", use "Carrier Delivery" for courier or personal deliveries



Responding Bidder Information

*"Certification for Competitive Bid and Contract" **MUST** be submitted along with the response to the Solicitation.*

1. RE: Solicitation # 0900000348

2. Bidder General Information:

FEI / SSN : _____ Supplier ID: _____

Company Name: _____

3. Bidder Contact Information:

Address: _____

City: _____ State: _____ Zip Code: _____

Contact Name: _____

Contact Title: _____

Phone #: _____ Fax #: _____

Email: _____ Website: _____

4. Oklahoma Sales Tax Permit¹:

☐ YES – Permit #: _____

☐ NO – Exempt pursuant to Oklahoma Laws or Rules – Attach an explanation of exemption

5. Registration with the Oklahoma Secretary of State:

☐ YES - Filing Number: _____

☐ NO - Prior to the contract award, the successful bidder will be required to register with the Secretary of State or must attach a signed statement that provides specific details supporting the exemption the supplier is claiming (www.sos.ok.gov or 405-521-3911).

6. Workers' Compensation Insurance Coverage:

Bidder is required to provide with the bid a certificate of insurance showing proof of compliance with the Oklahoma Workers' Compensation Act.

☐ YES – Include with the bid a certificate of insurance.

☐ NO – Exempt from the Workers' Compensation Act pursuant to 85A O.S. § 2(18)(b)(1-11) – Attach a written, signed, and dated statement on letterhead stating the reason for the exempt status.²

¹ For frequently asked questions concerning Oklahoma Sales Tax Permit, see <https://www.ok.gov/tax/Businesses/index.html>

² For frequently asked questions concerning workers' compensation insurance, see <https://www.ok.gov/wcc/Insurance/index.html>

7. Disabled Veteran Business Enterprise Act

- ☐ YES – I am a service-disabled veteran business as defined in 74 O.S. §85.44E. Include with the bid response 1) certification of service-disabled veteran status as verified by the appropriate federal agency, and 2) verification of not less than 51% ownership by one or more service-disabled veterans, and 3) verification of the control of the management and daily business operations by one or more service-disabled veterans.
- ☐ NO – Do not meet the criteria as a service-disabled veteran business.

Authorized Signature

Date

Printed Name

Title



**Certification for Competitive
Bid and/or Contract
(Non-Collusion Certification)**

NOTE: A certification shall be included with any competitive bid and/or contract exceeding \$5,000.00 submitted to the State for goods or services.

Agency Name: OMES Agency Number: 09000

Solicitation or Purchase Order #: 0900000348

Supplier Legal Name: _____

SECTION I [74 O.S. § 85.22]:

A. For purposes of competitive bid,

1. I am the duly authorized agent of the above named bidder submitting the competitive bid herewith, for the purpose of certifying the facts pertaining to the existence of collusion among bidders and between bidders and state officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to said bid;
2. I am fully aware of the facts and circumstances surrounding the making of the bid to which this statement is attached and have been personally and directly involved in the proceedings leading to the submission of such bid; and
3. Neither the bidder nor anyone subject to the bidder's direction or control has been a party:
 - a. to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding,
 - b. to any collusion with any state official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract, nor
 - c. in any discussions between bidders and any state official concerning exchange of money or other thing of value for special consideration in the letting of a contract, nor
 - d. to any collusion with any state agency or political subdivision official or employee as to create a sole-source acquisition in contradiction to Section 85.45j.1. of this title.

B. I certify, if awarded the contract, whether competitively bid or not, neither the contractor nor anyone subject to the contractor's direction or control has paid, given or donated or agreed to pay, give or donate to any officer or employee of the State of Oklahoma any money or other thing of value, either directly or indirectly, in procuring this contract herein.

SECTION II [74 O.S. § 85.42]:

For the purpose of a contract for services, the supplier also certifies that no person who has been involved in any manner in the development of this contract while employed by the State of Oklahoma shall be employed by the supplier to fulfill any of the services provided for under said contract.

The undersigned, duly authorized agent for the above named supplier, by signing below acknowledges this certification statement is executed for the purposes of:

☐ the competitive bid attached herewith and contract, if awarded to said supplier;

OR

☐ the contract attached herewith, which was not competitively bid and awarded by the agency pursuant to applicable Oklahoma statutes.

Supplier Authorized Signature

Certified This Date

Printed Name

Title

Phone Number

Email

Fax Number

TABLE OF CONTENTS

A	GENERAL PROVISIONS	5
B.	SPECIAL PROVISIONS	10
C.	SOLICITATION SPECIFICATIONS	10
D.	EVALUATION	10
E.	INSTRUCTIONS TO BIDDER	10
F.	CHECKLIST	10
G.	OTHER	10
H.	PRICE AND COST	10

A. GENERAL PROVISIONS

A.1. Definitions

As used herein, the following terms shall have the following meaning unless the context clearly indicates otherwise:

- A.1.1. "Acquisition" means items, products, materials, supplies, services, and equipment an entity acquires by purchase, lease purchase, lease with option to purchase, or rental;
- A.1.2. "Addendum" means a written restatement of or modification to a Contract Document executed by the Supplier and State.
- A.1.3. "Bid" means an offer in the form of a bid, proposal, or quote a bidder submits in response to a solicitation;
- A.1.4. "Bidder" means an individual or business entity that submits a bid in response to a solicitation;
- A.1.5. "Solicitation" means a request or invitation by the State Purchasing Director or a state agency for a supplier to submit a priced offer to sell acquisitions to the state. A solicitation may be an invitation to bid, request for proposal, or a request for quotation; and
- A.1.6. "Supplier" or "vendor" means an individual or business entity that sells or desires to sell acquisitions to state agencies.

A.2. Bid Submission

- A.2.1. Submitted bids shall be in strict conformity with the instructions to bidders and shall be submitted with a completed Responding Bidder Information, OMES-FORM-CP-076, and any other forms required by the solicitation.
- A.2.2. Bids shall be submitted to the Central Purchasing Division in a single envelope, package, or container and shall be sealed, unless otherwise detailed in the solicitation. The name and address of the bidder shall be inserted in the upper left corner of the single envelope, package, or container. SOLICITATION NUMBER AND SOLICITATION RESPONSE DUE DATE AND TIME MUST APPEAR ON THE FACE OF THE SINGLE ENVELOPE, PACKAGE, OR CONTAINER.
- A.2.3. The required certification statement, "Certification for Competitive Bid and/or Contract (Non-Collusion Certification)", OMES-FORM-CP-004, must be made out in the name of the bidder and must be properly executed by an authorized person, with full knowledge and acceptance of all its provisions.
- A.2.4. All bids shall be legible and completed in ink or with electronic printer or other similar office equipment. Any corrections to bids shall be identified and initialed in ink by the bidder. Penciled bids and penciled corrections shall NOT be accepted and will be rejected as non-responsive. In addition to a hard copy submittal, the bidder will also be required to submit an electronic copy. Electronic responses must be submitted in the identical format contained in the solicitation (for example Microsoft Word, Microsoft Excel, but not Adobe PDF). In the event the hard copy of the price worksheets and electronic copy of the price worksheets do not agree, the electronic copy will prevail.
- A.2.5. All bids submitted shall be subject to the Oklahoma Central Purchasing Act, Central Purchasing Rules, and other statutory regulations as applicable, these General Provisions, any Special Provisions, solicitation specifications, required certification statement, and all other terms and conditions listed or attached herein—all of which are made part of this solicitation.

A.3. Solicitation Amendments

- A.3.1. If an "Amendment of Solicitation", OMES-FORM-CP-011, is issued, the bidder shall acknowledge receipt of any/all amendment(s) to solicitations by signing and returning the solicitation amendment(s). Amendment acknowledgement(s) may be submitted with the bid or may be forwarded separately. If forwarded separately, amendment acknowledgement(s) must contain the solicitation number and response due date and time on the front of the envelope. The Central Purchasing Division must receive the amendment acknowledgement(s) by the response due

date and time specified for receipt of bids for the bid to be deemed responsive. Failure to acknowledge solicitation amendments may be grounds for rejection.

- A.3.2. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the solicitation. All amendments to the solicitation shall be made in writing by the Central Purchasing Division.
- A.3.3. It is the bidder's responsibility to check the OMES/Central Purchasing Division website frequently for any possible amendments that may be issued. The Central Purchasing Division is not responsible for a bidder's failure to download any amendment documents required to complete a solicitation.

A.4. Bid Change

If the bidder needs to change a bid prior to the solicitation response due date, a new bid shall be submitted to the Central Purchasing Division with the following statement "This bid supersedes the bid previously submitted" in a single envelope, package, or container and shall be sealed, unless otherwise detailed in the solicitation. The name and address of the bidder shall be inserted in the upper left corner of the single envelope, package, or container. SOLICITATION NUMBER AND SOLICITATION RESPONSE DUE DATE AND TIME MUST APPEAR ON THE FACE OF THE SINGLE ENVELOPE, PACKAGE, OR CONTAINER.

A.5. Certification Regarding Debarment, Suspension, and Other Responsibility Matters

By submitting a response to this solicitation:

- A.5.1. The prospective primary participant and any subcontractor certifies to the best of their knowledge and belief, that they and their principals or participants:
 - A.5.1.1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal, State or local department or agency;
 - A.5.1.2. Have not within a three-year period preceding this proposal been convicted of or pled guilty or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) contract; or for violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - A.5.1.3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph A.5.1.2. of this certification; and
 - A.5.1.4. Have not within a three-year period preceding this application/proposal had one or more public (Federal, State, or local) contracts terminated for cause or default.
- A.5.2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to its solicitation response.

A.6. Bid Opening

Sealed bids shall be opened by the Central Purchasing Division at 5005 N. Lincoln Blvd. Suite 300, Oklahoma City, Oklahoma, 73105 at the time and date specified in the solicitation as Response Due Date and Time.

A.7. Open Bid / Open Record

Pursuant to the Oklahoma Public Open Records Act, a public bid opening does not make the bid(s) immediately accessible to the public. The procurement or contracting agency shall keep the bid(s) confidential, and provide prompt and reasonable access to the records only after a contract is awarded or the solicitation is cancelled. This practice protects the integrity of the competitive bid process and prevents excessive disruption to the procurement process. The interest of achieving the best value for the State of Oklahoma outweighs the interest of vendors immediately knowing the contents of competitor's bids. [51 O.S. § 24A.5(5)]

Additionally, financial or proprietary information submitted by a bidder may be designated by the Purchasing Director as confidential and the procurement entity may reject all requests to disclose information designated as confidential pursuant to 62 O.S. (2012) § 34.11.1(H)(2) and 74 O.S. (2011) § 85.10. Bidders claiming any portion of their bid as proprietary or confidential must specifically identify what documents or portions of documents they consider confidential and identify applicable law supporting their claim of confidentiality. The State Purchasing Director shall make the final decision as to whether the documentation or information is confidential pursuant to 74 O.S. §

85.10. Otherwise, documents and information a bidder submits as part of or in connection with a bid are public records and subject to disclosure after contract award or the solicitation is cancelled.

A.8. Late Bids

Bids received by the Central Purchasing Division after the response due date and time shall be deemed non-responsive and shall NOT be considered for any resultant award.

A.9. Legal Contract

- A.9.1. Submitted bids are rendered as a legal offer and any bid, when accepted by the Central Purchasing Division, shall constitute a contract.
- A.9.2. The Contract resulting from this solicitation may consist of the following documents in the following order of precedence:
 - A.9.2.1. Any Addendum to the Contract;
 - A.9.2.2. Purchase order, as amended by Change Order (if applicable);
 - A.9.2.3. Solicitation, as amended (if applicable); and
 - A.9.2.4. Successful bid (including required certifications), to the extent the bid does not conflict with the requirements of the solicitation or applicable law.
- A.9.3. Any contract(s) awarded pursuant to the solicitation shall be legibly written or typed.

A.10. Pricing

- A.10.1. Bids shall remain firm for a minimum of sixty (60) days from the solicitation closing date.
- A.10.2. Bidders guarantee unit prices to be correct.
- A.10.3. In accordance with 74 O.S. §85.40, ALL travel expenses to be incurred by the supplier in performance of the Contract shall be included in the total bid price/contract amount.

A.11. Manufacturers' Name and Approved Equivalents

Unless otherwise specified in the solicitation, manufacturers' names, brand names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition. Bidder may offer any brand for which they are an authorized representative, and which meets or exceeds the specification for any item(s). However, if bids are based on equivalent products, indicate on the bid form the manufacturer's name and number. Bidder shall submit sketches, descriptive literature, and/or complete specifications with their bid. Reference to literature submitted with a previous bid will not satisfy this provision. The bidder shall also explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. Bids that do not comply with these requirements are subject to rejection.

A.12. Clarification of Solicitation

- A.12.1. Clarification pertaining to the contents of this solicitation shall be directed in writing to the Central Purchasing Contracting Officer specified in the solicitation, and must be prior to the closing date of the solicitation.
- A.12.2. If a bidder fails to notify the State of an error, ambiguity, conflict, discrepancy, omission or other error in the SOLICITATION, known to the bidder, or that reasonably should have been known by the bidder, the bidder shall submit a bid at its own risk; and if awarded the contract, the bidder shall not be entitled to additional compensation, relief, or time, by reason of the error or its later correction. If a bidder takes exception to any requirement or specification contained in the SOLICITATION, these exceptions must be clearly and prominently stated in their response.
- A.12.3. Bidders who believe proposal requirements or specifications are unnecessarily restrictive or limit competition may submit a written request for administrative review to the contracting officer listed on the solicitation. This request must be made prior to the closing date of the solicitation.

A.13. Negotiations

- A.13.1. In accordance with Title 74 §85.5, the State of Oklahoma reserves the right to negotiate with one, selected, all or none of the vendors responding to this solicitation to obtain the best value for the State. Negotiations could entail discussions on products, services, pricing, contract terminology or any other issue that may mitigate the State's risks. The State shall consider all issues negotiable and not artificially constrained by internal corporate policies. Negotiation may be with one or more vendors, for any and all items in the vendor's offer.
- A.13.2. Firms that contend that they lack flexibility because of their corporate policy on a particular negotiation item shall face a significant disadvantage and may not be considered. If such negotiations are conducted, the following conditions shall apply:
- A.13.3. Negotiations may be conducted in person, in writing, or by telephone.
- A.13.4. Negotiations shall only be conducted with potentially acceptable offers. The State reserves the right to limit negotiations to those offers that received the highest rankings during the initial evaluation phase.
- A.13.5. Terms, conditions, prices, methodology, or other features of the bidders offer may be subject to negotiations and subsequent revision. As part of the negotiations, the bidder may be required to submit supporting financial, pricing, and other data in order to allow a detailed evaluation of the feasibility, reasonableness, and acceptability of the offer.
- A.13.6. The requirements of the Request for Proposal shall not be negotiable and shall remain unchanged unless the State determines that a change in such requirements is in the best interest of the State Of Oklahoma.

A.14. Rejection of Bid

The State reserves the right to reject any bids that do not comply with the requirements and specifications of the solicitation. A bid may be rejected when the bidder imposes terms or conditions that would modify requirements of the solicitation or limit the bidder's liability to the State. Other possible reasons for rejection of bids are listed in OAC 260:115-7-32.

A.15. Award of Contract

- A.15.1. The State Purchasing Director may award the Contract to more than one bidder by awarding the Contract(s) by item or groups of items, or may award the Contract on an ALL OR NONE basis, whichever is deemed by the State Purchasing Director to be in the best interest of the State of Oklahoma.
- A.15.2. Contract awards will be made to the lowest and best bidder(s) unless the solicitation specifies that best value criteria is being used.
- A.15.3. In order to receive an award or payments from the State of Oklahoma, suppliers must be registered. The vendor registration process can be completed electronically through the OMES website at the following link: <https://www.ok.gov/dcs/vendors/index.php>.

A.16. Contract Modification

- A.16.1. The Contract is issued under the authority of the State Purchasing Director who signs the Contract. The Contract may be modified only through a written Addendum, signed by the State Purchasing Director and the supplier.
- A.16.2. Any change to the Contract, including but not limited to the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the Central Purchasing Division in writing, or made unilaterally by the supplier, is a breach of the Contract. Unless otherwise specified by applicable law or rules, such changes, including unauthorized written Addendums, shall be void and without effect, and the supplier shall not be entitled to any claim under this Contract based on those changes. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the resultant Contract.

A.17. Delivery, Inspection and Acceptance

- A.17.1. Unless otherwise specified in the solicitation or awarding documents, all deliveries shall be F.O.B. Destination. The supplier(s) awarded the Contract shall prepay all packaging, handling,

shipping and delivery charges and firm prices quoted in the bid shall include all such charges. All products and/or services to be delivered pursuant to the Contract shall be subject to final inspection and acceptance by the State at destination. "Destination" shall mean delivered to the receiving dock or other point specified in the purchase order. The State assumes no responsibility for goods until accepted by the State at the receiving point in good condition. Title and risk of loss or damage to all items shall be the responsibility of the supplier until accepted by the receiving agency. The supplier(s) awarded the Contract shall be responsible for filing, processing, and collecting any and all damage claims accruing prior to acceptance.

- A.17.2. Supplier(s) awarded the Contract shall be required to deliver products and services as bid on or before the required date. Deviations, substitutions or changes in products and services shall not be made unless expressly authorized in writing by the Central Purchasing Division.

A.18. Invoicing and Payment

- A.18.1. Upon submission of an accurate and proper invoice, the invoice shall be paid in arrears after products have been delivered or services provided and in accordance with applicable law. Invoices shall contain the purchase order number, a description of the products delivered or services provided, and the dates of such delivery or provision of services. An invoice is considered proper if sent to the proper recipient and goods or services have been received.
- A.18.2. State Acquisitions are exempt from sales taxes and federal excise taxes.
- A.18.3. Pursuant to 74 O.S. §85.44(B), invoices will be paid in arrears after products have been delivered or services provided.
- A.18.4. Payment terms will be net 45. Interest on late payments made by the State of Oklahoma is governed by 62 O.S. § 34.72.
- A.18.5. Additional terms which provide discounts for earlier payment may be evaluated when making an award. Any such additional terms shall be no less than ten (10) days increasing in five (5) day increments up to thirty (30) days. The date from which the discount time is calculated shall be the date of a proper invoice.

A.19. Tax Exemption

State agency acquisitions are exempt from sales taxes and federal excise taxes. Bidders shall not include these taxes in price quotes.

A.20. Audit and Records Clause

- A.20.1. As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form. In accepting any Contract with the State, the successful bidder(s) agree any pertinent State or Federal agency will have the right to examine and audit all records relevant to execution and performance of the resultant Contract.
- A.20.2. The successful supplier(s) awarded the Contract(s) is required to retain records relative to the Contract for the duration of the Contract and for a period of seven (7) years following completion and/or termination of the Contract. If an audit, litigation, or other action involving such records is started before the end of the seven (7) year period, the records are required to be maintained for two (2) years from the date that all issues arising out of the action are resolved, or until the end of the seven (7) year retention period, whichever is later.

A.21. Non-Appropriation Clause

The terms of any Contract resulting from the solicitation and any Purchase Order issued for multiple years under the Contract are contingent upon sufficient appropriations being made by the Legislature or other appropriate government entity. Notwithstanding any language to the contrary in the solicitation, purchase order, or any other Contract document, the procuring agency may terminate its obligations under the Contract if sufficient appropriations are not made by the Legislature or other appropriate governing entity to pay amounts due for multiple year agreements. The Requesting (procuring) Agency's decisions as to whether sufficient appropriations are available shall be accepted by the supplier and shall be final and binding.

A.22. Choice of Law

Any claims, disputes, or litigation relating to the solicitation, or the execution, interpretation, performance, or enforcement of the Contract shall be governed by the laws of the State of Oklahoma.

A.23. Choice of Venue

Venue for any action, claim, dispute or litigation relating in any way to the Contract shall be in Oklahoma County, Oklahoma.

A.24. Termination for Cause

- A.24.1. The supplier may terminate the Contract for default or other just cause with a 30-day written request and upon written approval from the Central Purchasing Division. The State may terminate the Contract for default or any other just cause upon a 30-day written notification to the supplier.
- A.24.2. The State may terminate the Contract immediately, without a 30-day written notice to the supplier, when violations are found to be an impediment to the function of an agency and detrimental to its cause, when conditions preclude the 30-day notice, or when the State Purchasing Director determines that an administrative error occurred prior to Contract performance.
- A.24.3. If the Contract is terminated, the State shall be liable only for payment for products and/or services delivered and accepted.

A.25. Termination for Convenience

- A.25.1. The State may terminate the Contract, in whole or in part, for convenience if the State Purchasing Director determines that termination is in the State's best interest. The State Purchasing Director shall terminate the Contract by delivering to the supplier a Notice of Termination for Convenience specifying the terms and effective date of Contract termination. The Contract termination date shall be a minimum of 60 days from the date the Notice of Termination for Convenience is issued by the State Purchasing Director.
- A.25.2. If the Contract is terminated, the State shall be liable only for products and/or services delivered and accepted, and for costs and expenses (exclusive of profit) reasonably incurred prior to the date upon which the Notice of Termination for Convenience was received by the supplier.

A.26. Insurance

The successful supplier(s) awarded the Contract shall obtain and retain insurance, including workers' compensation, automobile insurance, medical malpractice, and general liability, as applicable, or as required by State or Federal law, prior to commencement of any work in connection with the Contract. The supplier awarded the Contract shall timely renew the policies to be carried pursuant to this section throughout the term of the Contract and shall provide the Central Purchasing Division and the procuring agency with evidence of such insurance and renewals.

A.27. Employment Relationship

The Contract does not create an employment relationship. Individuals performing services required by this Contract are not employees of the State of Oklahoma or the procuring agency. The supplier's employees shall not be considered employees of the State of Oklahoma nor of the procuring agency for any purpose, and accordingly shall not be eligible for rights or benefits accruing to state employees.

A.28. Compliance with the Oklahoma Taxpayer and Citizen Protection Act of 2007

By submitting a bid for services, the bidder certifies that they, and any proposed subcontractors, are in compliance with 25 O.S. 1313 and participate in the Status Verification System. The Status Verification System is defined in 25 O.S. §1312 and includes but is not limited to the free Employment Verification Program (E-Verify) through the Department of Homeland Security and available at www.dhs.gov/E-Verify.

A.29. Compliance with Applicable Laws

The products and services supplied under the Contract shall comply with all applicable Federal, State, and local laws, and the supplier shall maintain all applicable licenses and permit requirements.

A.30. Special Provisions

Special Provisions set forth in SECTION B apply with the same force and effect as these General Provisions. However, conflicts or inconsistencies shall be resolved in favor of the Special Provisions.

B. SPECIAL PROVISIONS

B.1. Contract Period

The contract is for a one year period commencing from 12/6/2018 through 12/05/2019. The contract may be renewed for up to four (4)successive one year periods.

B.2. Contract Renewal:

Exercise of the renewal option is at the State's sole discretion and shall be conditioned, at a minimum, on the Contractor's performance and the reported spend. The State, if it desires to exercise its renewal option, will provide written notice to the Contractor no later than thirty (30) days prior to the contract expiration date. The renewal term shall be considered separate and shall require exercise of the renewal option should the State choose to renew this Contract.

B.3. Type of Contract

This is an indefinite quantity contract. Services outlined in this contract shall be performed on an as needed basis.

B.4. Authorized Users

Offers shall cover requirements during the specified period for all State Departments, Boards, Commissions, Agencies and Institutions. The Oklahoma Statutes state that Counties, School Districts and Municipalities may avail themselves of the contract subject to the approval of the successful supplier(s).

Check Appropriate Block

_____ Yes, Offer permits usage by other than State Agencies.

_____ No, Offer permits usage by State Agencies only.

B.5. Extension of Contract

The State may extend the term of this contract up to 180 days if mutually agreed upon by both parties in writing.

B.6. Contract Priority

This Contract is a Mandatory Contract.

B.7. Ordering

Any supplies and/or services to be furnished under this contract may be ordered by issuance of written purchase orders by state agencies and authorized entities. There is no limit on the number that may be issued. Delivery to multiple destinations may be required. All orders are subject to the terms and conditions of this contract. Any order dated prior to expiration of this contract shall be performed. In the event of conflict between a purchase order and this contract, the contract shall have precedence.

B.8. Gratuities

The right of the successful supplier to perform under this contract may be terminated by written notice if the Contracting Officer determines that the successive supplier, or its agent or another representative offered or gave a gratuity (e.g. an entertainment or gift) to an officer, official or employee of Central Purchasing.

B.9. Proposal Conformity

By submitting a response to this solicitation, the supplier attests that the supplies or services conform to specified contract requirements.

B.10. Oral Agreements.

No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the RFP or the resultant contract. All modifications to the contract must be made in writing by the Central Purchasing Division.

B.11. Notice of Award

Notice of award letter resulting from this RFP will be furnished to each successful Supplier and shall result in a binding contract without further action by either party. It shall be the successful Supplier's responsibility to reproduce and distribute copies to all authorized dealers listed in your RFP response. No additions, deletions or changes of any kind shall be made to this contract without prior approval of Central Purchasing.

B.12. Contractor Invoices

B.12.1. The Supplier shall be paid upon submission of proper certified invoices to the ordering agency at the prices stipulated on the contract. Invoices shall contain the contract number and purchase order number. Failure to follow these instructions may result in delay of processing invoices for payment. The Company or Corporation submitting a proposal shall be the only office authorized to receive orders, invoice and receive payment. If the Supplier wishes to ship or provide service from a point other than the address listed on the face of the RFP, the Supplier will furnish a list of these locations. No ordering or invoicing will be done at these locations.

B.12.2. Invoicing shall be made in accordance with instructions by agency or division issuing the purchase order.

B.12.3. If you are paid more than 45 days after submitting a proper invoice, you may be entitled to claim an interest penalty. Contact the OMES Finance Dept. for a copy of the regulations.

B.12.4. In cases of partial delivery the state agency may make partial payment, dependent on the dollar value, or hold all invoices for final delivery to be completed.

B.13. Warranty

The Successful supplier agrees the products furnished under this contract shall be covered by the most favorable commercial warranties the contractor gives to any customer for such products, and rights and remedies provided herein are in addition to and do not limit any rights afforded to the State of Oklahoma by any other clause of this contract.

B.14. Energy Conservation

Oklahoma is an energy conservation State and we welcome any comments on your Proposal that would indicate energy savings.

B.15. Conflict of Interest

The Request for Proposal hereunder is subject to the provisions of the Oklahoma Statutes. All suppliers must disclose within the proposal the name of any officer, director or agency who is also an employee of the State of Oklahoma or any of its agencies. Further, all suppliers must disclose the name of any State Employee who owns, directly or indirectly, an interest of five percent (5%) or more in the suppliers firm or any of its branches.

B.16. Patents and Royalties

The supplier, without exception, shall indemnify and save harmless the State of Oklahoma and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract including its use by the State of Oklahoma. If the supplier uses any design, device or materials covered by letters, patent copyright, it is mutually agreed and understood without exception that the proposal prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

B.17. Product Availability

Product offered must be current and available for general marketing purposes at the opening of this solicitation. Supplier must use best effort to assure product availability through duration of contract period.

B.18. Contract Management Fee

B.18.1. As empowered by State Statue 74 O.S. §85.33 A , the Office of Management and Enterprise Services imposes, and Suppliers agree to pay a contract management fee in the sum of one (1) % of the combined total quarterly expenditures under this contract. This contract management fee is to be noted on the quarterly "Contract Usage Report" and paid by the Supplier, to OMES, Central Purchasing Division within 45 calendar days from the completion of the quarterly reporting period stated under the section titled "Contract quarterly reporting periods". To ensure the payment is credited properly, the supplier must identify the check as a "contract management fee", the contract number and the quarter reporting.

B.18.2. The check should be mailed to:

OFFICE OF MANAGEMENT AND ENTERPRISE SERVICES
ATTENTION: ACCOUNTS RECEIVABLE
5005 N. LINCOLN BOULEVARD
OKLAHOMA CITY, OK 73105

B.19. Contract Usage Reporting Requirements.

B.19.1. Contractor's Report of Sales: Reports shall provide the amounts sold to all political entities that include but are not limited to State Agencies, Counties, Cities, Schools, and Municipalities.

B.19.2. The Contract Usage Report will be sent, electronically (format: .XLS) and regardless of quantity, within 45 calendar days upon completion of the quarterly reporting period to:

B.19.2.1. Strategic.Sourcing@omes.ok.gov

B.19.3. Contract quarterly reporting periods for management fees and usage reports shall be as follows:

Reporting Quarter	Due Date
January 1 through March 31.	May 15th
April 1 through June 30	August 15th
July 1 through September 30	November 15th
October 1 through December 31	February 15th

B.19.4. Failure to provide contract management fees and usage reports shall result in cancellation or suspension of contract.

C. SPECIFICATIONS

C.1. Definitions of Terms:

- C.1.1.** "AST" shall mean Aboveground Storage Tanks
- C.1.2.** "AUTOMETERING" shall mean Device added to AST & UST to notify end user of fuel tank levels with reordering capabilities.
- C.1.3.** "CPM" shall mean Cost per mile
- C.1.4.** "FREIGHT" shall mean Cost of delivery to bulk storage facilities by a carrier from FOB to destination. Tanks port and/or Bobtail actual freight.
- C.1.5.** "FUEL MARKUP" shall mean the contractor's price to cover cost associated with providing Fuel to State facilities
- C.1.6.** "OPIS" shall mean Oil Price Information Service, an industry benchmark for pricing fuel
- C.1.7.** "RETAIL" shall mean Fuel and/or maintenance locations who accept the Suppliers card for payment at specific facilities
- C.1.8.** "UST" shall mean Underground Storage Tanks

C.2. Mandatory Requirement:

The Supplier submitting a response to this Solicitation shall be registered with the IRS as an Ultimate Supplier according to the American Jobs Creation Act 2004 (AJCA), Section 865 Taxable Fuel Refunds for certain Ultimate Suppliers. . IRS Form 637 must be filed with the IRS. Suppliers shall submit with their response a copy of the IRS approval letter or appropriate documentation or response will be deemed non-responsive and rejected. The response should contain at a minimum the following information: Registration number and activity letter (the suffix).

C.3. Scope of Work

- C.3.1.** This contract is to provide Fuel for State Agencies in the State of Oklahoma. The State seeks to improve quality and efficiency of services delivered, improve Customer Service and reduce cost. Fuel will be available to all eligible customers in the State of Oklahoma. The state's current usage of Bulk Fuel for the past fiscal year is \$7,270,946.84 and for Consignment is \$457,428.53. The Contract must efficiently provide Fuel to meet the requirements of the Customer as indicated below:
- C.3.2.** Bulk - Supplier shall provide optional access to wholesale fuels at pre bid margins by gallon increments a plus (+) or minus (-) gallon variance for the purchase of bulk fuel will be allowed due to temperature variances and shrinkage. This will allow state agencies to pay for the exact amount of fuel delivered. Supplier's procedures, personnel names and telephone numbers must be listed under this section.
- C.3.3.** Consignment – Provide bulk fuel products to a State and/or Authorized User facilities with Readers owned by the facility or owned and installed by the Contractor. Agencies will monitor their own tanks and will call successful Supplier for delivery and specify the type of fuel to be delivered.

C.4. Fuel Pricing

- C.4.1.** Fueling pricing must be the wholesale price of fuel. Fuel prices from OPIS are listed for terminals, by regions, in reports called a PADD Report. The State of Oklahoma uses terminals listed in the PADD 2 Report. The Fuel Markup will be for the selected terminals as posted in the PADD 2 report included in the OPIS Weekly Newsletter Thursday's Closing Average.
- C.4.2.** Fuel Terminals: Price will be determined using the OPIS average price for the closest appropriate terminal, on the date of delivery to the Customer, regardless of when or where the Contractor actually obtained Fuel. The following terminals are used to refer to the OPIS average prices:
 - Ardmore
 - Enid
 - Oklahoma City
 - Ponca City
 - Tulsa
 - Wynnewood

C.5. Fuel Markup

- C.5.1.** The Contractor shall provide a Fuel Markup to cover all costs associated with the purchase of Fuel products. Fuel Markups may differ by product. The Fuel Markup shall be on a price per gallon basis.
- C.5.2.** The Contractor will provide a single Fuel Markup to cover the purchase of Fuel for the following Fuel Locations as a basis for determining Fuel costs for Authorized Users. The Fuel Markup may be different based on the type of fleet referenced, Bulk and Consignment.
- C.5.3.** Markups will be established for each type of Fuel based on the minimum delivery requirements as detailed in Section H. Facilities will use the same Markups based on their requirements
- C.5.4.** Markup may differ based on how much fuel is required and the actual type of Fuel ordered. Markup for Fuel shall be on a price per gallon basis.

C.6. Fuel Delivery

- C.6.1.** Delivery of Fuel: Fuel is to be delivered to the Customer's tank(s) within 48 hours after telephone notification is received unless specified otherwise by the Customer. For new accounts, the Contractor will be allowed additional time to enter all required account information into their ordering/billing system to establish the new account. This time will be agreed upon by the Customer and the Contractor. The State prefers that vehicles equipped with meters make delivery. If non-metered vehicles are used, the driver shall leave a metered loading report from the terminal with the Customer. If temperature corrected billing is used, the loading report shall give all pertinent information. Customer may be subject to a service charge if request is for same day delivery. This charge is listed in section C8.
- C.6.2.** Contractor shall supply and transport to fuel locations throughout the State delivery via transport (tanker) and tankwagon (bobtail) of unleaded gasoline (87 Octane no ethanol, unleaded w/10% ethanol, premium unleaded, ultra-low sulfur diesel, dyed ultra-low sulfur diesel, bio-diesel, B-5 to B-20, E-85. Contractor shall use the appropriate vehicle to accommodate the agency site limitations.
- C.6.3.** Scheduled delivery service is for delivery of Fuel by the Contractor to the Customer's tank(s) under the time frame as agreed upon by the Contractor and Customer.

C.7. Fuel Costs

- C.7.1.** Fuel costs will be determined based on the wholesale price of fuel as listed by OPIS, Fuel product purchased; plus the Contractor's Fuel Markup, plus freight and all applicable taxes and/or petroleum associated fees allowed.
- C.7.2.** All applicable taxes will be exempt from the Fuel costs. This tax exemption will be excluded from the Fuel costs and disclosed on the Authorized User's invoice.
- C.7.3.** The invoice price shall reflect the actual date of delivery.

C.8. Allowable Charges:

- C.8.1.** Delivery charge as allowed as described in Section C6
- C.8.2.** Freight charges will apply on all transport delivery as defined in section C6 or to the actual gallons delivered
- C.8.3.** Pump off charge for Transport Delivery, \$20.00 may be charged more than once if Transport Delivery truck is required to relocate to deliver to additional tanks. Maximum pump off charge \$50.00 per Transport Delivery.
- C.8.4.** Excessive delay charge if Contractor has to wait more than 30 minutes to be Fuel delivery. Will be charged \$5.00 per 15 minimum increment past the initial 30 minutes.
- C.8.5.** Back haul charge if customer orders more than tanks can hold.
- C.8.6.** Same day delivery.

C.9. Fuel Locations

- C.9.1.** Fuel Sites: All customer tanks shall be properly equipped to enable Contractor to safely deliver Fuel. The Contractor shall notify Customer of all situations that may be deemed unsafe. A contractor may refuse to delivery Fuel to an unsafe Fuel site until the safety issue is resolved. A back haul charge may apply if a Contractor attempts to delivery Fuel and the Fuel site is deemed unsafe.
- C.9.2.** Accessibility: The customer shall be responsible for having proper equipment installed. Customer shall work with Contract making a delivery to assure that the Contractor has proper accessibility to all tanks being fueled. Customer may be subject to an excessive delay charge if Contractor has to wait more than 30 minutes to begin Fuel delivery.
- C.9.3.** Before unloading of Fuel begins, customer personnel and Contractor Personnel shall measure the Customer's tank(s) to receive fuel and shall again measure the tank(s) after delivery. Customer may be subject to a back haul charge if the Customer orders more Fuel than the Customer's tank(s) can hold upon delivery and a portion of the Fuel ordered has to be returned.
- C.9.4.** Fault and Responsibility: The party at fault will be responsible for all direct costs incurred to correct a problem. Problems may include but not limited to misorders by Customer, Fuel spills, delivering wrong Fuel to Customer by Contractor, cross fueling by Contractor at Customer's facility, etc.

C.10. Fuel Product Management at State and Authorized User Sites – Option One (1)

- C.10.1.** Supplier shall provide option to install a State owned fuel control terminal to dispense fuel from existing, state owned or operated Underground Storage Tank (UST). This UST unit will hold product, owned by the Supplier, for use by the State. The Supplier will provide a fuel control terminal to administer the dispensing and accounting of all attached fuel pumps. The facility shall operate 24 hours a day, and will not require agency personnel for product order or delivery.
- C.10.2.** The Supplier shall provide an option to install a Supplier owned, fully contained fuel storage unit (AST) with dispensing unit and fuel control terminal at a designated state facility. This AST unit will store product owned by the Supplier, for use by the State. The Supplier shall provide a fuel control terminal to administer the dispensing and accounting of all attached fuel pumps. The facility will operate 24 hours a day, and will not require agency personnel for product order or delivery.
 - C.10.2.1.** 4,000 – 12,000 gallons in capacity
 - C.10.2.2.** Skid mounted, secondary containment
 - C.10.2.3.** Ancillary operating system must include fuel-dispensing equipment
 - C.10.2.4.** Must meet all NAPA 30A requirements
 - C.10.2.5.** Must meet all specifications and regulations as set forth by the Oklahoma Corporation Commission and Environmental Protection Agency
 - C.10.2.6.** Attached pump platform
 - C.10.2.7.** Necessary lighting
 - C.10.2.8.** Fuel control terminal

C.11. Auto Metering Fuel Product Management at State and Authorized User Sites – Option Two (2)

- C.11.1.** Supplier shall provide an option to install auto-metering units to both UST (underground storage tanks) and AST (aboveground storage tanks). The units shall notify either the end user agency or the contractor when the fuel tank level falls below a designated level. This is to consolidate delivery for a more cost effective method of acquiring fuel for the state.
- C.11.2.** Propose a Fuel Dispensing and management System with the most current technology embracing innovative services and supply delivery to various State Agencies and other users. Proposers should demonstrate their ability to provide an on-line web based agency specific reports to end-user agencies and OMES that include as a minimum: Date/Time fuel dispensed or delivered, product description, quantity, price billed for the specific transaction, etc. Tank inventories should be queried on-line read time. A comprehensive description of the various reporting capabilities should be described in the Technical Proposal.

- C.11.3.** Should an agency or end user elect to procure the management option, the awarded contractor shall be prepared to remove or replace an old system, the installation of a new system, and to manage, operate, maintain, repair, furnish labor and replacement parts, supplies, material, etc. on an ongoing basis for the life of the contract.

D. EVALUATION

D.1. Evaluation and Award

The State of Oklahoma will use best value criteria in accordance with Oklahoma Statute Title 74, Section 85 in evaluation of proposals. The order in which best value criteria is listed does not establish priority. The State may negotiate with Suppliers to get the best price, value and terms. Once the State identifies the top candidates, negotiations may take place through the State Purchasing Director. Responses will be evaluated on the following criteria:

D.1.1. Cost Evaluation:

Suppliers are to enter in the space on the spreadsheet provided, the per gallon margin bidding for the type of fuel listed). For the entire state or by region, the regional map is included, Attachment E. See spreadsheet – ATTACHMENT A. B & C. The margin price quoted shall be firm for the term of this contract

- D.1.2.** Past Performance – Attachment D - past performance (conformance to past contract requirements and to good workmanship standards, adherence to past contract schedules, commitment to customer satisfaction, supplier's resolution of unforeseen problems and supplier's communications and working relationship with customers)

- D.2.** The state reserves the right to make an award from solicitations as submitted and without further discussions. Therefore, Proposers are encouraged to make their most advantageous and competitive offer in their original solicitation. THE STATE intends to award a single contract to the responsive and responsible proposer, whose offer, conforming to the solicitation offers services at the best value, and has demonstrated the highest quality of successful experience.

- D.3.** Throughout the evaluation process, individual Proposers may be requested to provide clarifying or supplemental information. Such information shall not be provided by the proposer unless specifically requested by the contracting officer. When so requested, clarifications or supplemental information shall be in writing (facsimile acceptable) to the contracting officer's name on the SOLICITATION. Proposers shall provide requested information within three (3) business days of the date of the state's request. Failure of the proposer to supply requested information in a timely or complete manner may result in rejection of the proposer's solicitation.

E. INSTRUCTION TO SUPPLIERS

E.1. Introduction

Prospective firms are urged to read this solicitation carefully. Failure to do so will be at the firm's risk. Provisions, terms and conditions may be stated or phrased differently than in previous solicitations. Irrespective of past interpretations, practices or customs, proposals will be evaluated and any resultant contract(s) will be administered in strict accordance with the plain meaning of the contents hereof. The respondent is cautioned that the requirements of this solicitation can be altered only by written amendment approved by Central Purchasing and that verbal communications from whatever source are of no effect. In no event shall the respondent's failure to read and understand any term or condition in this solicitation constitute grounds for a claim after contract award. Failure to do so will be at the respondent's risk.

E.2. Response Format

- E.2.1.** Supplier is to submit one (1) complete hard copy of their response on Two (2) CD's or flash drives which includes the completed proposal including the scanned images of the required OMES signed forms. Faxed or emailed responses will not be accepted. Please mark the CD's or flash drives with the company name, solicitation number, and closing date.
- E.2.2.** Supplier is to submit their response copies to the OMES, Central Purchasing address listed on the front page of this solicitation.
- E.2.3.** PDF is an acceptable format for solicitation responses. This overrides requirements of A.2.4.

E.3. Preparation of Proposals

- E.3.1.** Each Supplier shall submit a complete proposal, and should clearly describe Supplier's ability to meet or exceed every requirement detailed in the Solicitation Request and this RFP. Unnecessarily elaborate Solicitations beyond what is sufficient to present a complete and effective response to this RFP are not desired.
- E.3.2.** These instructions describe the mandatory proposal format the approach for the development and presentation of the Proposal. Proposals must be submitted in the format described in these sections. Failure to do so may result in rejection of the proposal.
- E.3.3.** The proposal must contain all the material requested and address all requirements identified in the RFP.
- E.3.4.** Each Supplier is responsible for providing sufficient information and document for their proposal to be thoroughly evaluated. Additional information deemed appropriate by the Supplier should be included. However, material in the Proposal that conflicts with the RFP requirements may be cause for rejection.
- E.3.5.** Under no circumstances shall any proposer or its representative contact any employee of the state, other than the contracting officer regarding this RFP prior to contract award except as may be provided in this RFP.

E.4. Submission of Responses

- E.4.1.** Suppliers who need clarification shall contact the Central Purchasing contracting officer shown on the RFP. Oral explanations or instructions given before proposal opening will not be binding. Any information given a supplier concerning a solicitation will be provided promptly to all other suppliers as an amendment, if that information is necessary in submitting proposals or if the lack of it would be prejudicial to other suppliers.
- E.4.2.** All inquiries must be submitted in the form of questions or requests for clarification. Such questions or requests for clarification must be submitted in writing via e-mail to theresa.johnson@omes.ok.gov and received by the contracting officer on or before October 25, 2018 at 5:00 p.m. ("CDT"), Questions must reference the identifying solicitation number.

E.4.3. Questions or requests for clarification received by telephone or by fax or received after October 25, 2018, 5:00 p.m. (CDT) will not be accepted, reviewed or responded to.

E.5. Product Availability

E.5.1. Product proposed must be a current product model and available for general marketing purposes at the opening of this solicitation. Perceptive supplier must use best effort to assure product availability through duration of contract period.

E.6. Proposal Costs.

E.6.1. The state shall not be liable for any costs associated with the Proposers proposal effort.

E.7. References/Past Performance

E.7.1. Supplier must complete and submit three (3) current or former client surveys to whom the supplier has successfully provided services that were similar in their nature of the work required in this solicitation. A minimum of one (1) State government client is required. Supplier must use the survey questionnaire provided in Attachment D. Reformatting, replacing and altering information is not allowable.

E.7.2. The State will be analyzing past performance information on the supplier's services. To assist the State in identifying the highest past performance of a supplier, the following process will be used:

E.7.3. Suppliers are responsible for sending out a survey questionnaire to each of their clients.

E.7.4. The clients will send their surveys back to the supplier.

E.7.5. The supplier will compile all of the surveys and submit the surveys with their solicitation response.

E.7.6. The ratings will then be averaged together to obtain a firm's past performance rating.

E.7.7. The surveys must contain different contracts. Supplier cannot have multiple people evaluating the same contract.

E.7.8. Clients must utilize the most current system provided by supplier.

E.7.9. Clients must be supplier's corporate card program clients within the last 48 months.

E.7.10. Clients annual spend must be more than \$1,000,000 dollars.

E.7.11. The State reserves the right to verify information provided by contacting references with the follow-up questions, at the State's discretion.

E.7.12. Customer references shall be provided on Attachment D, Customer Reference Form. Customer Reference Forms from any other procurement will not be accepted for this RFP. At least one of the three references must be a Government customer.

E.7.13. Customers must fully complete the Attachment d, Customer Reference Form, and return directly to the Supplier. The Supplier must then submit the completed exhibit with the Proposal as specified in this Section E, Explanation to Suppliers.

F. OTHER

G. OTHER

H. PRICE AND COST

The state prefers to award to one Supplier who can supply the entire state, however a dual award may be considered if more advantageous pricing may be found. For that purpose, the State of Oklahoma has been divided into eight (8) zones (see regional map). On the enclosed spreadsheet prospective bidders are required to indicate the regions in which they are bidding, if unable to deliver in all counties within a region, the spreadsheet must be clearly marked as to the counties that will be serviced and returned with your solicitation.

H.1. BULK FUEL, WHOLESALE – SEE SPREADSHEET – ATTACHMENT A

CONTRACTOR will charge the STATE for bulk fuel in the following quantities based on their actual cost, plus actual freight, any applicable taxes or fees and a PER GALLON margin of: (Suppliers are to enter in the space provided, the per gallon margin bidding for the types of fuel listed.

H.2. CONSIGNMENT FUEL – SEE SPREADSHEET – ATTACHMENT B

Contractor will charge the State for Consignment. OPIS posted price (IDENTIFY POSTING USED BELOW) per brand and grade; plus freight and applicable Taxes, a PER GALLON margin of: (Suppliers are to enter in the space provided, the per gallon margin bidding for the types of fuel listed.

H.3. MISCELLANEOUS

H.3.1. Indicate “N/A” if you do not provide this service. Do not leave any blank spaces.

H.3.2. Identify **ANY** cost, charges, fees or assessments that are not listed below. Please indicate no other charges by entering a “NO MISC. CHARGES” statement.

H.3.3. If charges apply, please detail each, one item per line, with actual cost involved. Indicate “N/A” if you do not provide this service. Do not leave any blank spaces.

H.3.4. ADD BEST PRICING OPTIONS (pricing alternatives Attach a separate sheet if necessary, clearly marked “Best Pricing Options”.

H.4. SEE ATTACHED SPREADSHEETS

H.5. Spreadsheets are also available in excel format on web.

[illegible]

[illegible]

CUSTOMER REFERENCE FORM ATTACHMENT D

Contractor's (Proposer) Name:	
Customer Name (Proposer's Customer):	
Contract Number:	
Contract Duration:	
Dollar Amount of Contract:	
Products/Services Provided:	
Customer (Proposer's Customer) Contact Name and Title:	
Customer Phone Number:	
Customer Fax Number:	
Customer E Mail Address:	

Ratings: Please summarize contractor performance and circle in the column on the right the number which best corresponds to the performance rating for each question.

Please follow the rating guidelines below for description of rating scale:

Rating Guidelines and Description of Rating Scale:		
Exceptional	(5)	Best-in-class performance. Performance met all contract requirements and exceeded several to the customer's benefit. No issues were encountered.
Very Good	(4)	Performance met all contract requirements and exceeded some to the customer's benefit. There were a few minor issues, which were negligible.
Satisfactory	(3)	Performance met contract requirements. There were some minor issues, and corrective actions taken by the contractor were acceptable.
Marginal	(2)	Performance did not meet the contractual requirements. There were issues, some of a serious nature, for which corrective action was only somewhat effective.
Unsatisfactory	(1)	Performance did not meet contractual requirements. There were serious issues and the contractor's corrective actions were ineffective.

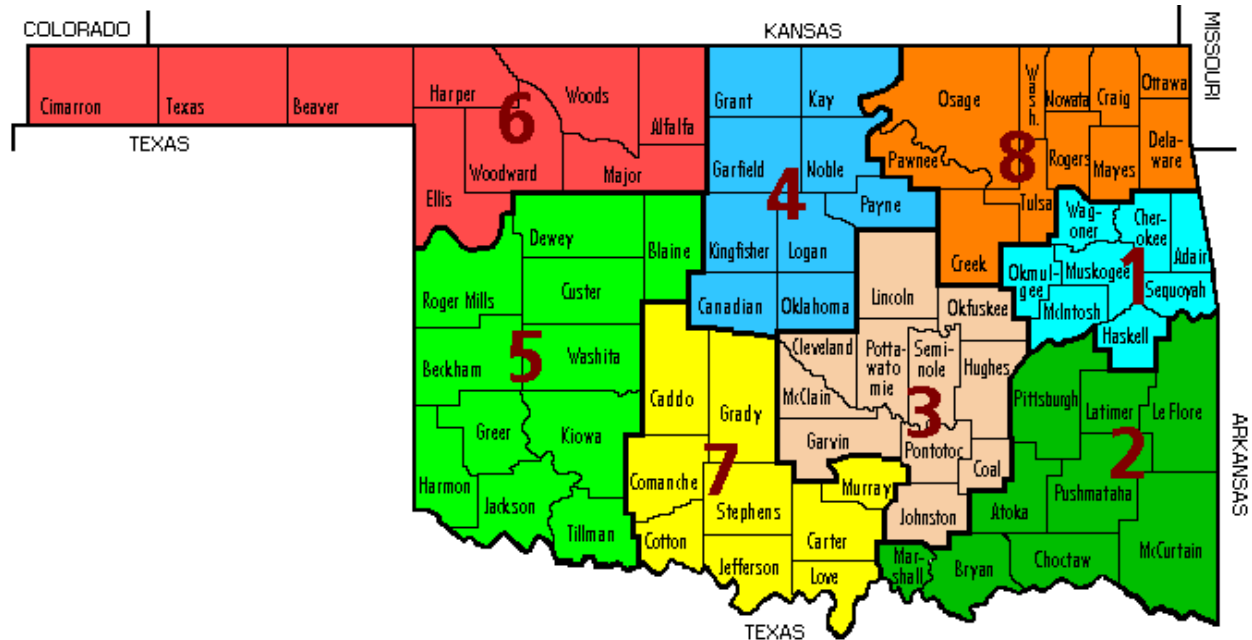
CUSTOMER REFERENCE FORM

Factors Rated	Questions	Comments <i>(continue on additional sheets if desired)</i>	Rating
Timeliness	1. How would you rate the contractor's geographic coverage and ability to deliver on time throughout all your locations?		① ② ③ ④ ⑤
	2. How would you rate the contractor's adherence to contract schedules?		① ② ③ ④ ⑤
	3. How would you rate the contractor's turnaround time when contacted to provide on-site assistance?		① ② ③ ④ ⑤
Contract Management	4. How would you rate the experience of the contractor in managing large accounts?		① ② ③ ④ ⑤
	5. How would you rate the supplier's communications and working relationship with customers?		① ② ③ ④ ⑤
Quality	6. How would you rate the quality of the contractor's value-added services?		① ② ③ ④ ⑤
	7. How would you rate the performance of contractor's staff compared to that of its competitors?		① ② ③ ④ ⑤
Ordering	8. How would you rate the contractor's ordering system?		① ② ③ ④ ⑤
Responsiveness	9. How would you rate the contractor's resolution of unforeseen problems?		① ② ③ ④ ⑤
Customer Satisfaction	10. How would you rate your level of overall satisfaction with the contractor?		① ② ③ ④ ⑤

RATER'S SIGNATURE: _____ **DATE:** _____

ATTACHMENT E – REGIONS OF THE STATE

For purposes of this award, the State of Oklahoma has been divided into eight (8) zones (see zone map). On the enclosed spreadsheet prospective bidders are required to indicate the regions in which they are responding, if unable to deliver in all counties within a region, the spreadsheet must be clearly marked as to the counties that will be serviced and returned with your solicitation. The state prefers to award to one vendor who can supply the entire state



Region 1: Wagoner, Cherokee, Okmulgee, Muskogee, Adair, Sequoyah, McIntosh, and Haskell

Region 2: Pittsburg, Latimer, Le Flore, Atoka, Bryan, Pushmataha, Choctaw, McCurtain and Marshall

Region 3: Lincoln, Okfuskie, McClain, Cleveland, Pottawatomie, Seminole, Hughes, Garvin, Pontotoc, Coal and Johnston

Region 4: Grant, Kay, Garfield, Noble, Payne, Logan, Kingfisher, Canadian and Oklahoma

Region 5: Dewey, Blaine, Roger Mills, Custer, Washita, Beckham, Greer, Kiowa, Harmon, Jackson and Tillman

Region 6: Major, Alfalfa, Woods, Woodward, Ellis, Harper, Beaver, Texas and Cimarron

Region 7: Caddo, Grady, Comanche, Cotton, Stephens, Jefferson, Murray, Carter and Love

Region 8: Washington, Nowata, Craig, Ottawa, Rogers, Mayes, Delaware, Tulsa, Creek, Pawnee and Osage

Region E: Entire State